

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA		INVITATION FOR BID	
SUBMIT BID TO: See <i>Bid mailing instructions on page 2</i>		Bidder Acknowledgement and Acceptance Form	
BID TITLE: CHILLER REPLACEMENTS AT KANAPAH MIDDLE SCHOOL (PROJECT #H2101)		BID NO. 21-57	
DELIVERY F.O.B. DESTINATION: Facilities Department, Fred G. Sivia Center, 3700 NE 53 rd Avenue, Gainesville, FL (32609)		ISSUE DATE: April 27, 2021	
BID DUE DATE AND TIME: May 14, 2021, at 3:00 p.m. (EST)		PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018	
		BID OPENING: Purchasing Department	

A pre-bid meeting is scheduled N/A. This is a **N/A** meeting.

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 76: ☐ YES ☐ NO

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Unless exception to this condition is checked below, Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the IFB | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this bid list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

- ☐ Paragraph 66 ☐ Paragraph 67 ☐ Paragraph 68 ☐ Paragraph 69 ☐ Paragraph 70 ☐ Paragraph 71 ☐ Paragraph 72 ☐ Paragraph 73
- ☒ Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above.

If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:

School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601
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If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of the District Administration Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by email, telephone, telegraph or facsimile transmission will be considered non-responsive.

Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

Bid Package: Mark in lower left-hand corner of the envelope containing your Bid, **"IFB #21-57, CHILLER REPLACEMENTS AT KANAPAH MIDDLE SCHOOL (PROJECT #H2101)", TO BE OPENED AT 3:00 P.M., MAY 14, 2021 (EST).** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- ☒ BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ☒ SUBMITTALS CHECKLIST FORM
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ☒ JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- ☒ SMALL/MINORITY BUSINESS ENTERPRISE FORM
- ☒ COMMON CARRIER INSURANCE WAIVER REQUEST FORM
- ☒ INSURANCE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ☒ ATTACHMENT C- FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall ☒ each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Common Carrier Insurance Waiver Request Form	8
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	25
<input type="checkbox"/>	Questionnaire	26
<input type="checkbox"/>		
REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)		

FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.

This form is ☐ applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is ☒ not applicable to this IFB and **shall not** be included in Bidder's Bid.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM

(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.

NOTICE: Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, Please Select One)

☐ The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

☐ The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].**

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

☐ The bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: **[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].**

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's state of bar admission and bar/license #: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
IFB # 21-57, CHILLER REPLACEMENTS AT KANAPAHA M.S. (H2101)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder's performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Bidder's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435](#)(1)(a)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint-based background screening: If Bidder's work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees' line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder's license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder's employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
IFB # 21-57, CHILLER REPLACEMENTS AT KANAPAHA M.S. (H2101)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Bidder represents that it is either a

☐ Small Business Enterprise, as defined in FS 288.703(1),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
IFB # 21-57, CHILLER REPLACEMENTS AT KANAPAHA M.S. (H2101)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

This waiver is ☒ applicable to the IFB. This waiver is ☐ not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
IFB # 21-57, CHILLER REPLACEMENTS AT KANAPAHA M.S. (H2101)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

This form ☒ **is applicable** ☐ **is not applicable** to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable ☒ Not Applicable ☐

Workers Compensation – Coverage A

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Per Project Aggregate**
- **\$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

Comprehensive Automobile Liability (Combined Single Limit)

- **\$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contract award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of the District Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. **BID OPENING:** Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. **AWARD:** SBAC will award a Contract to the lowest responsive and responsible Bidder.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. **WORK CONDITIONS/IFB EXAMINATION:** Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. **SILENCE OF THE SPECIFICATIONS:** The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.

A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.

A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.

Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
27. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
28. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.
29. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
30. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.
31. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.
32. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.
33. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
34. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.
35. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.
36. **SAFETY STANDARDS:** At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.
- Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.
37. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

39. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.

40. **BIDDER PERSONNEL:** Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

41. **DELIVERY NOTICE:** Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

42. **INVOICES:** Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to accountspayable@gm.sbac.edu. All invoices shall, at a minimum, include the following:

- ✓ IFB #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

44. **LICENSING/PERMITS:** Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

45. **REGULATORY COMPLIANCE:** Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

46. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.

47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.

48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.

50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

51. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

52. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

53. **COMMON CARRIER WAIVER:** In the event Bidder and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB's insurance requirements described the Insurance Certification Form.

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

55. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

56. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. **LIFE CYCLE COSTING:** If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. **WARRANTY OF ABILITY TO PERFORM:** Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. **RECORDS RETENTION AND ACCESS:** Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. **CONFIDENTIAL INFORMATION:** Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Bidder shall be required to complete an access request form. The form, along with a copy of the contract award letter or IFB document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Bidder shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at http://www.sbac.edu/files/IOHzs/a70b66390a32737c3745a49013852ec4/YearlyACPSINFOSECRES_1.pdf.
63. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not transfer the records to SBAC; d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.
65. **NONACADEMIC COMMODITIES AND SERVICES:** In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.

ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).

66. **COPELAND "ANTI-KICKBACK" ACT:** All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.
67. **DAVIS BACON ACT** (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.

68. **CONTRACT WORK HOURS & SAFETY ACT** (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
69. **CLEAN AIR ACT** (42 U.S.C. 7401-7671q.) **AND THE FEDERAL WATER POLLUTION CONTROL ACT** (33 U.S.C. 1251-1387), **AS AMENDED**: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
70. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT**: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. **DRUG-FREE WORKPLACE CERTIFICATION**: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. **ENERGY POLICY AND CONSERVATION ACT [APPENDIX II TO 2 CRF 200]**- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
75. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met.
76. **E-VERIFY**: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 21-57

CHILLER REPLACEMENTS AT KANAPAHA M.S. (#H2101)

The School Board of Alachua County (“SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (IFB) to provide and deliver the equipment specified herein, in accordance with the following specifications.

1. Scope: The purpose and intent of this IFB is to establish a firm fixed price contract with one (01) qualified source (“Bidder”) for the furnishing and delivery of three (03) air-cooled screw compressor packaged chillers (hereinafter “unit” or “equipment”) as replacements of existing chiller units at Kanapaha Middle School, in accordance with the following specifications. Price bid shall be for chiller units only. Bidder shall not be required to install unit. Upon delivery of equipment, SBAC shall designate a mechanical contractor under separate agreement to perform installation. Bidder shall provide all equipment, packaging, delivery, factory start-up, technical expertise and services that are necessary for the proper execution and performance of the contract.

2. Tentative Schedule:

▪ April 27, 2021.....	Invitation for Bid Issued
▪ May 06, 2021.....	Last day for Submittal of Questions
▪ May 14, 2021.....	Bid Due Date
▪ May 18, 2021.....	Recommendation to School Board
▪ June 01, 2021.....	Planned Award Date
▪ June 02, 2021.....	Issuance of Initial Purchase Order

3. Service Conditions: Reference Attachment A, “6. Work Conditions/IFB Examination”. In addition...Bidder is advised to carefully examine all IFB specifications and to become thoroughly informed regarding any and all conditions and requirements that may affect the unit to be furnished. Failure of Bidder to become completely familiar with the requirements of this IFB, including on-site inspection of existing equipment, shall not relieve Bidder of any obligations with respect to the IFB or the subsequent contract. The inspection of existing unit at school shall be by appointment only, and shall be scheduled by contacting Jay Ebbeling, Mechanical Foreman, at (352) 955-7400, x1441.

4. Addenda: Reference Attachment A, “16. Interpretation of Bidding Documents and Addenda”: In addition...Bidder shall submit any requests for interpretation, correction, or clarification of the IFB documents no later than close of business on May 06, 2021, so that all potential issues may be addressed and addenda issued in a timely manner. Any such addenda shall be posted on the Purchasing Department website. It shall be the responsibility of Bidder, prior to submission of Bid, to check the website to ensure they have all addenda that may have been issued.

5. Award: Contract for the furnishing and delivery of specified units shall be awarded on an all-or-none basis to the low, responsive, and responsible Bidder in the opinion of SBAC. In making recommendation for award, the Purchasing Department shall take into consideration the quality and conformity of proposed equipment to Bid specifications, warranty coverage, and qualifications of Bidder, including capacity in meeting all delivery requirements. Price submitted for installation of unit shall not be considered in Bid award.

6. Contract Term: It is the intent of the District that this shall be three (03) separate scheduled purchases. Projected purchase order issuance dates are as follows: unit #1 – June 2, 2021; unit #2 – July 15, 2021; unit #3 – July 15, 2022; The contract shall commence on the date of the initial purchase order and shall remain in effect until such time as acceptance by the District following successful factory authorized start-up, and upon completion of the expressed and implied warranty periods for all three (03) chillers.

7. Contract Management: All operational and technical aspects of contract shall be coordinated and managed by Jay Ebbeling, Mechanical Foreman (hereinafter “District Representative”), under the authority and direction of the Facilities Department. All work shall be subject to periodic review to ensure compliance with project specifications, municipal codes, time schedule, and established quality standards.

8. Special Conditions: Reference Attachment A, “8. Additional Terms and Conditions”: In addition...The District recognizes that certain “General Conditions” as specified in Attachment A may deviate from standard industry terms and conditions of sale. In consideration thereof, the District reserves the right to modify said “General Conditions” in response to such known deviations by accepting certain “additional terms and conditions” as proposed by Bidder. To be considered, it shall be the responsibility of Bidder to submit any such proposed changes as an attachment to Bid submittal.

It is the intent of SBAC to only evaluate the “additional terms and conditions” of the apparent low Bidder and to negotiate said proposed changes with Bidder, if necessary, through good faith discussion. However, under no circumstances shall any “additional terms and conditions” be accepted by SBAC that, in its opinion, would result in a material deviation from the Bid’s “General Conditions”, and thus prejudice other participating Bidders (i.e., delivery terms, etc.). It is understood that all “additional terms and conditions” accepted by SBAC shall become part of the contract awarded for the specified services.

9. Bidder Qualifications: SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. In order to be considered for award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bidder shall be an established firm whose sole or primary business includes the furnishing of the type of equipment as specified herein to commercial (business/institutional) accounts. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of five (05) consecutive years. Demonstration of past successful experience with a minimum of three projects similar in size and scope of this contract shall be required. Project experience shall be verifiable within the previous two (02) years. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Product Line: If not manufacturer, Bidder shall be a current manufacturer authorized dealer for proposed unit. By signing Bid, prospective Bidder, certifies that they are in “good standing” with manufacturer and currently approved to represent manufacturer’s equipment to the District. Verification of manufacturer’s approval shall be provided upon request by District. Specific criterion as appropriate to manufacturer and products are further delineated herein;
- C. Service: Bidder shall have at time of Bid due date, adequate organization, equipment, facilities, delivery method, and personnel to ensure competent, prompt and efficient service in support of this contract. The criteria used in determining service level shall include, but not be limited to: local sales and service representation; product support; and, customer service communication and responsiveness;
- D. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to request any evidence that it deems appropriate in the evaluation and approval process, and to make sole and final determination as to Bidder’s compliance and capability in meeting the requirements of IFB. Should SBAC determine, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject the Bid and evaluate next apparent lowest Bidder.

10. Silence of the Specifications: Reference Attachment A, “7. Silence of the Specifications”: In addition...Omission of any essential detail from these specifications does not relieve Bidder from furnishing complete and functionally operable equipment meeting the minimum specifications of manufacturer and intended use of existing unit.

11. Subcontractors: Reference Attachment A, “49. Subcontracts”: In addition...The Bidder shall be the sole source of contact for the contract. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid. The District shall evaluate proposed sub-tier contractor and reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District.

12. Product: Reference Attachment A, “9. Manufacturer’s Name and “Or Equal” Products”: In addition...Any manufacturer’s names, trade names, brand names, and product numbers used in the specifications herein, are for the purpose of describing and establishing tested, compatible, approved, and acceptable equipment. For purposes of IFB, the District has pre-approved those equipment manufacturers that shall be permitted to participate in this solicitation. The District shall not evaluate or accept other manufacturers’ equipment; Bids reflecting manufacturer substitutions shall be declared non-responsive. Refer to product “Technical Specifications” for list of approved manufacturers.

It is the intent of this contract that furnished unit meet or exceed the operational performance and efficiency of equipment being replaced. Bidder is urged to carefully examine the specifications of existing equipment at District site. It shall be the sole responsibility of Bidder to verify that proposed unit is adequate for its intended use based on the manufacturer specifications for the model number of equipment being replaced. The District may disregard minor variations or irregularities from listed equipment specifications. However, any proposed equipment that, in the opinion of SBAC, significantly deviates from the Bid specifications, or otherwise results in a material deviation that would prejudice other participating Bidders, shall be deemed non-responsive. SBAC reserves the right to make sole and final determination as to the conformance of proposed unit to the specifications of existing equipment.

Unit shall contain all standard equipment as specified and provided by manufacturer for proposed model. Bidder shall not remove any standard equipment without the expressed approval of District Representative. The District may require components or functions considered optional by manufacturer. Any such necessary additions or changes to unit shall be accomplished at Bidder/manufacturer expense and included in price bid. Upon award of contract, Bidder shall notify SBAC of any change in manufacturer equipment specifications as a result of revisions, alterations, or technical improvements. SBAC reserves the right to terminate this contract should, in its opinion, any such change significantly affect the operational performance of unit or otherwise devalue equipment.

13. Product Literature: Bidder shall provide detailed manufacturer’s literature, specifications, shop drawings, and other information as specified in Technical Specifications, “1.3 Submittals”, for proposed unit with Bid response. Product literature shall be the most current available and be sufficiently detailed and descriptive so as to permit the District to ascertain the proposed equipment’s suitability and compliance with Bid specifications. It shall be the responsibility of Bidder to demonstrate comparability and inform District of any variances, however slight, from the specifications of units being replaced. Failure to submit literature/specifications in the time and manner as specified may result in Bid disqualification. Before award, the District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Bids submitted from all respondents deemed eligible for contract award.

14. General Supervision: Bidder shall be responsible for all methods, techniques, sequences and procedures and for coordinating all portions of work to be performed under this contract. It shall be the sole responsibility of Bidder to ensure that services are being accomplished correctly and safely in conformance to specifications and all regulatory codes, and that progress is being made sufficient to meet project’s schedule. Bidder shall work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems.

Bidder’s establishment of quality control standards and a system for inspecting and correcting any work deficiencies is critical to the success of contract. The failure of the District to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein.

15. Site Access: Bidder shall coordinate site access directly with the District Representative. Upon arrival at site, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All services shall be performed with a minimum amount of disruption to the normal operations of the District site.

16. Safety Measures: Reference Attachment A, “36. Safety Standards”: In addition...Bidder shall take all necessary steps to protect the students, faculty, and general public from injury in the course of work. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work, and for keeping the immediate work area secure at all times. District Representative shall have the authority to immediately stop at any work should conditions be deemed unsafe. Bidder shall immediately report any accidents causing injury to District Representative. Upon completion of work each day, Bidder shall secure work area and eliminate any hazardous condition resulting from its activities. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).

17. Protection: Bidder shall be responsible for the protection of all District facilities and other improvements (i.e., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. It is expected that Bidder shall take all necessary, ordinary and extraordinary precautions to ensure that District property is protected from Bidder's activities. Bidder shall notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.

18. Utilities: Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface and underground utilities.

19. Property Damage: Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder's operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.

20. Cleaning-up/Debris Disposal: Bidder shall be responsible for scheduling periodic removal and proper disposal of all debris as a result of operations. The worksite shall be left in a safe and orderly fashion at the end of each workday. Accumulated debris shall not be allowed to create a safety hazard to student, staff, and general public. Debris shall not be burned, buried, left for a collector, or placed in a District solid waste dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. Bidder shall remove all work materials, tools, equipment, and surplus materials upon completion of work and shall leave worksite in ready to use condition.

21. Time of Completion: Reference Attachment A, "34. Delivery": In addition...Bidder acknowledges that time is an essential part of the contract, and may be a factor in Bid award. Should delivery of unit be delayed for any reason, it shall be the responsibility of Bidder to provide written notification to District Representative, with request for time extension and copy of manufacturer order acknowledgement. The granting of any time extension shall be at the sole discretion of District. Failure to deliver unit in the time and manner as specified may be deemed as a default of contract.

22. Delivery: Fixed unit price shall include F.O.B. Destination, freight prepaid and included, with title of goods transferring to the District at time of receipt and inspection. Unless as otherwise directed, unit shall be delivered to: Facilities Department, Fred G. Sivia Center, 3700 NE 53rd Avenue, Gainesville, FL 32609. All activities related with delivery of unit shall be coordinated with District Representative. It shall be required that delivery appointment be scheduled with District Representative a minimum of two (02) business days prior to arrival date. Upon delivery, District personnel shall off-load and store unit until time of installation. The District shall make every attempt to reasonably inspect unit at time of delivery, and document any damage on bill of lading. Bidder shall facilitate the processing of all claims for concealed damage. Unless as otherwise expressly stated herein, it shall be the responsibility of installer to transport unit from the Facilities Department to installation site.

23. Acceptance: It is understood that delivery of unit to designated location and subsequent pre-installation inspection shall constitute a "conditional" acceptance for the purpose of payment. Such cursory inspection is for the benefit of the District and shall not in any way affect its continuing rights. In conferring conditional acceptance, the District reasonably assumes that Bidder shall correct any non-conformity of equipment. It is further understood that final acceptance shall be subject to installed unit operating fully in the capacity of its intended use in conformance to IFB and manufacturer's specification requirements. The District reserves the right to perform additional testing after factory authorized start-up should unit fail to operate satisfactorily. The scope and duration of testing shall be at the sole discretion of District. Upon completion of testing, Bidder shall immediately make any necessary adjustments or correct any component found to be defective.

24. Price: Bid unit price on Attachment C, Form of Proposal, for proposed unit. Unit price shall be inclusive of packaging, delivery, technical expertise, factory authorized start-up, warranty, profit and any other direct and indirect cost associated with the performance of the contract. Unless as otherwise permitted and expressly stated herein, unit price shall be firm and fixed, no other charges or surcharges shall be applicable to all three (03) purchases.

25. Bid Tabulation: Award shall be based on the unit price bid for specified unit. The Bidder with the lowest unit price, being responsive and responsible, shall be awarded contract. In making recommendation for award, the Purchasing Department shall take into consideration the quality and conformity of proposed equipment to Bid specifications, warranty coverage, and qualifications of Bidder, including capacity in meeting all delivery and service requirements. SBAC reserves the right to make sole and final determination of which Bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 Summary:

- A. Packaged, air-cooled, electric-motor-driven, screw water chillers. Section includes chiller package, design, performance criteria, refrigerants, electrical, variable speed drives, controls, and installation requirements;
- B. The following specifications are for complete replacement of three chillers of identical size and type at Kanapaha Middle School. Chiller #1 will be replaced this fiscal year. Chillers #2 and #3 will be sequentially replaced over the course of the next two consecutive fiscal years. All three chillers need to be of the same make, model, type etc. The new units are replacing McQuay chillers – model AGS250DSHNN-ER10;
- C. New chiller equipment efficiencies shall be 10% better than ASHRAE 90.1 minimum performance ratings. Refer to section 2.2 for specific chiller capacity and performance requirements;

1.2 Manufacturer's Certification: Bidder shall provide manufacturer's certification upon request attesting that proposed unit meets or exceeds the minimum IFB specification requirements. Failure to provide manufacturer's certification may cause Bid response to be non-responsive;

1.3 Standards and Codes:

- A. AHRI 550/590 - Standard for Water Chilling Packages using the Vapor Compression Cycle
- B. AHRI 370 - Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment
- C. ASHRAE 15 - Safety Code for Mechanical Refrigeration
- D. ASHRAE 90.1 - Energy Efficient Design of New Buildings
- E. ASME - Boiler and Pressure Vessel Code SEC VIII, Division 1
- F. UL 1995 - Central Cooling Air Conditioners
- G. ASTM B117 - Standard Method of Salt Spray (Fog) Testing
- H. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- I. ASTM A525 - Zinc (Hot-Dip Galvanized) Coatings on Sheet Steel Products
- J. ASTM D1654 - Evaluation of Painted or Coated Specimens, Subjected to Corrosive Environments
- K. ANSI/AFBMA 9-1978 - Load Ratings and Fatigue Life for Ball Bearings.
- L. ISO 9001
- M. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- N. California Administrative Code - Title 24.

1.4 Definitions:

- A. Coefficient of Performance (COP) - Cooling: The ratio of rate of heat removal to rate of energy input, in consistent units, for a complete refrigerating system or some specific portion of that system under designated operating conditions;
- B. Energy Efficiency Ratio (EER): The ratio of net cooling capacity (or heat removed in Btu/h) to the total input rate of electric power applied;
- C. Integrated Part-Load Value (IPLV): A single-number figure of merit based on part-load EER, COP, or kW/ton that expresses part-load efficiency for air-conditioning and heat-pump equipment based on equipment's weighted operation at various load capacities;

1.5 Submittals: Provide descriptive manufacturer product literature/specifications and shop drawings including:

- A. Product Data: Submit rated capacities, operating characteristics, furnished specialties, and accessories. Include refrigerant, weights, electrical requirements, wiring and controls diagrams;
- B. AHRI sound power data;
- C. Equipment Drawings: Submit dimensional plan and elevation view drawings, weights, and loadings, required clearances, location and size of field connections, electrical requirements and wiring diagrams. Indicate components, assembly, valves, strainers, and thermostatic valves;
- D. Manufacturer Installation Instructions: Submit assembly, support details, connection requirements and startup instructions;
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements;
- F. Source Quality-Control Submittals: Indicate results of factory tests and inspections;
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections;
- H. Manufacturer Reports:
 - i. Submit startup report;
 - ii. Indicate results of leak test and refrigerant pressure test;
- I. Qualifications Statements: Submit qualifications for manufacturer and installer;
- J. Submit manufacturer's approval of installer startup service reports;
- K. Operation and maintenance data;
- L. Warranty;

1.6 Quality Assurance:

- A. Manufacturing facility shall be ISO Registered;
- B. Factory Functional Test: Unit shall be factory run-tested with water to verify full-load operation, evacuated, and then fully charged with specified HFC Refrigerant and oil. Operating controls and refrigerant charge shall be verified for proper operation and optimum performance. Any deviation shall be remedied prior to shipment and the unit retested if necessary to confirm repairs and/or adjustments;
- C. AHRI Certification: Certify chiller according to AHRI 550/590 certification program;
- D. AHRI Rating: Rate water chiller performance according to requirements in AHRI 550/590, "Performance Rating of Water Chilling and Heat Pump Water-Heating Packages Using the Vapor Compression Cycle";
- E. Chiller must be built in an ISO 9001 classified facility;
- F. Comply with codes and standards specified and perform work according to Alachua County rules and regulations;
- G. ASHRAE Compliance:
 - i. ASHRAE Standard 15-2016 for safety codes for mechanical refrigeration;
 - ii. ASHRAE Standard 34-2016 for safety classifications of refrigerants based on toxicity and flammability data;
 - iii. ASHRAE Standard 147-2013 for refrigerant leaks, recovery, and handling and storage requirements;
- H. ASHRAE/IESNA 90.1-2013 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2010, Section 6 – "Heating, Ventilating, and Air-Conditioning";
- I. ASME Compliance: Fabricate and stamp water chiller heat exchangers to comply with ASME Boiler and Pressure Vessel Code;

- J. Comply with NFPA 70;
- K. Comply with requirements of UL and UL Canada and include label by a qualified testing agency showing compliance;
- L. Comply with U.S. EPA Final Rule 21 (40 CFR Part 82 – 81 FR 86778) for acceptability status of substitute refrigerants;

1.7 Qualifications:

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience;
- B. Installer: Company specializing in performing Work of this Section with minimum three years' experience;

1.8 Delivery, Storage, and Handling:

- A. Comply with manufacturer's requirements for transporting, rigging, unloading, handling, storing, and protecting products;
- B. Inspection: Accept materials on site in manufacturer's original packaging and inspect for damage;
- C. Store materials according to manufacturer instructions;
- D. Protection:
 - a. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas;
 - b. Provide additional protection according to manufacturer instructions;

1.9 Existing Conditions:

- A. Field Measurements:
 - a. Verify field measurements prior to fabrication;
 - b. Indicate field measurements on Shop Drawings;

1.10 Warranty: Manufacturer warranty shall meet or exceed the following minimum requirements.

- A. Standard Warranty: One (01) year from date of successful factory authorized chiller start-up, but not more than 18 months from shipment. Warranty shall cover all replacement parts having proven defective within applicable period;
- B. Labor Warranty: One (01) year from date of successful start-up, entire unit;
- C. Compressor Warranty: Years 2 -5 extended compressor warranty, parts only;
- D. Refrigerant Warranty: One (01) year from successful chiller start-up;
- E. Bidder shall resolve all matters regarding material facts and issues with manufacturer, without the involvement of SBAC, and shall have direct responsibility for the remedy of all manufacturer warranty issues. Any exceptions to stated warranty terms and conditions may be a factor in award.

PART 2 – PRODUCT

2.1 Packaged Air-Cooled Water Chillers:

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Carrier Global Corporation;
 - 2. Daikin Applied Americas;
 - 3. Trane Technologies;
 - 4. Johnson Controls International;
- B. Description: Factory-assembled and run-tested water chiller complete with base and frame, condenser casing, compressors, compressor motors, motor controllers, evaporator, refrigeration accessories, condenser coils, condenser fans and motors, electrical power, variable speed drives, motor starters, instrument and control panel, auxiliary components, and accessories;
- C. Complete sound power and sound pressure data shall be provided that indicates no peaks above 92 dB in the 1K to 8K octave bands for Sound Power, no peaks above 65 dB in the 1K to 8K octave bands for Sound Pressure, and A-weighted values at 100% load not exceeding 98 dBA for Sound Power and 71 dBA Sound Pressure.

Provide sound-reduction package consisting of the following as needed to meet the lowest radiated sound:

- 1. Ultra low sound condenser fans;
 - 2. Compressor blankets with sound attenuating properties;
 - 3. Variable speed compressors;
 - 4. Hot gas silencers or sound enclosures to limit noise from refrigerant piping;
 - 5. RIS vibration isolators;
 - 6. Compressor muffler;
- D. Cabinet:
 - 1. Base: Galvanized-steel base extending the perimeter of water chiller. Secure frame, compressors, and evaporator to base to provide a single-piece unit;
 - 2. Frame: Rigid galvanized-steel frame secured to base and designed to support cabinet, condenser, control panel, and other chiller components not directly supported from base;
 - 3. Casing: Galvanized steel;
 - 4. Finish: Coat base, frame, and casing with a corrosion-resistant coating capable of withstanding a 1,000-hour salt-spray test according to ASTM B 117;
 - 5. Security Package: Provide security louvers with fasteners for additional protection of compressors, evaporator, and condenser coils. Louvers shall be coated for corrosion resistance and shall be removable for service access;
- E. Compressors:
 - 1. Semi-hermetic, helical rotary screw compressor with variable speed drive control and hermetically sealed casing;
 - 2. Each compressor provided with suction and discharge service valves, crankcase oil heater, and suction strainer;
 - 3. Provide compressor with automatic capacity reduction equipment consisting of capacity control via variable speed drive and/or slide valve;
 - 4. Oil Lubrication System: Automatic pump with strainer, sight glass, filling connection, filter with magnetic plug, and initial oil charge;
 - 5. Differential refrigerant pressure oil pump, oil heater, oil separator and filter, and oil charging valve;
 - 6. Vibration Isolation: Mount individual compressors on vibration isolators;

F. Compressor Motors:

1. Hermetically sealed and cooled by refrigerant suction gas;
2. High-torque, two-pole induction type with inherent thermal-overload protection on each phase;

G. Compressor Motor Controllers:

1. Capacity control via variable speed drive and/or slide valve shall be able to control compression ratio to optimize efficiency at all operating conditions;
2. Compressor must start unloaded for soft start on motors;
3. Chiller shall be capable of operation down to 25% load without hot gas bypass;

H. Refrigeration:

Refrigerant R-410a or R-134a. Classified as Safety Group A1 according to ASHRAE 34.

1. Note: Effective January 1, 2024, the manufacture and sale of new positive displacement chillers (e.g., reciprocating, scroll, and screw/rotary) utilizing R-410a or R-134a will not be allowed. See Item 2. Comply with U.S. EPA's Significant New Alternatives Policy (SNAP) program for acceptable substitute refrigerants. As the deadline for phase out approaches, new generation chiller equipment utilizing lower Global Warming Potential (GWP) hydrofluoroolefin (HFO) refrigerants (e.g., R-1234ze) and blends (e.g., R-513a and R-450a) should be considered;
2. Refrigerant Compatibility: Parts exposed to refrigerants shall be fully compatible with refrigerants, and pressure components shall be rated for refrigerant pressures;

I. Evaporator:

1. Shell and Tube:
 - a. Description: Direct-expansion, shell-and-tube design with chilled water (fluid) flowing in- side the tubes and refrigerant evaporating within the shell side;
 - b. Code Compliance: Tested and stamped according to ASME Boiler and Pressure Vessel Code;
 - c. Shell Material: Carbon steel;
 - d. Shell Heads: Removable carbon-steel heads with multipass baffles designed to ensure positive oil return and located at each end of the tube bundle;
 - e. Shell Nozzles: Fluid nozzles located along the side of the shell and terminated with mechanical-coupling end connections for connection to field piping;
 - f. Tube Construction: Individually replaceable copper tubes with enhanced fin design, expanded into tube sheets;
2. Furnish multiple refrigerant circuits on multiple compressor units;
3. Working Pressure Design, Testing, and Stamp:
 - a. According to ASME Section VIII;
 - b. Refrigerant Side: 200 psig;
 - c. Water Side: 150 psig;
4. Heater: Factory-installed and -wired electric heater with integral controls designed to protect the evaporator to minus 20 deg F. Contractor shall wire separate power to energize heat tape and protect evaporator while chiller is disconnected from the main power;
5. Evaporator shall have cleanable tubes;
6. Factory installed leaving water temperature control and low temperature cutout sensors;
7. Water connections shall be grooved pipe;

8. Proof of flow shall be provided by the equipment manufacturer, mechanically installed, and electrically wired, at the factory of origin;
9. Furnish water drain connection, vent, and fittings;

J. Insulation:

1. Material: Closed-cell, flexible elastomeric, thermal insulation complying with ASTM C 534, Type I, for tubular materials and Type II, for sheet materials;
2. Thickness: 1-1/4 inch ($K=0.28$);
3. Factory-applied insulation over cold surfaces of water chiller components. Components shall include, but not be limited to, evaporator shell and end tube sheets, evaporator water boxes including nozzles, refrigerant suction pipe from evaporator to compressor, cold surfaces of compressor, refrigerant-cooled motor, and auxiliary piping;
4. Adhesive: As recommended by insulation manufacturer and applied to 100 percent of insulation contact surface. Seal seams and joints;
5. Apply protective coating to exposed surfaces of insulation;

K. Condenser (Air-Cooled):

1. Microchannel: Coil shall be microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds;
 - a. Tubes shall be 9153 aluminum alloy. Tubes made of 3102 alloy or other alloys of lower corrosion resistance shall not be accepted;
 - b. Coils shall consist of a two-pass arrangement;
 - c. Each condenser coil shall be factory leak tested with high-pressure air under water;
2. Copper tubes mechanically bonded to aluminum fins;
 - a. Coat coils with a baked epoxy heresite corrosion-resistant coating after fabrication;
 - b. Factory proof tested and leak tested with helium in a mass spectrometer chamber;
3. Aluminum tubes mechanically bonded to aluminum fins;
 - a. Coat coils with a baked epoxy heresite corrosion-resistant coating after fabrication;
 - b. Factory proof tested and leak tested with helium in a mass spectrometer chamber;
4. Plate-fin coil with integral subcooling on each circuit, rated at 450 psig;
5. Condenser coils shall include baked epoxy coating providing 6000+ hour salt spray resistance (ASTM B117-90) applied to both the coil and the coil frames;
6. Hail Protection: Provide condenser coils with louvers, baffles, or hoods to protect against hail damage;
7. Full louver trim to complete unit for sound attenuation and animal protection;
8. Fans: Direct-drive propeller type with statically and dynamically balanced fan blades, arranged for vertical air discharge. Ultra-low sound type;
9. Fan Motors: Totally enclosed non-ventilating (TENV) or totally enclosed air over (TEAO) enclosure, with permanently lubricated bearings and built-in overcurrent- and thermal-overload protection;
10. Condenser fans shall have an integrated drive to provide variable speed for optimized efficiency and lower part load sound. Fan motors on each circuit shall be DC permanent magnet type or electronically commutated with fan speed control as a function of the condenser pressure;
11. Fan Guards: Steel safety guards with corrosion-resistant coating;

L. Electrical Power:

1. Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to water chiller;
2. House in a unit mounted, NEMA 250, Type 3R enclosure with hinged access door with lock and key or padlock and key;
3. A molded case high fault interrupting capacity circuit breaker shall be factory pre-wired with terminal block power connections and equipped with a lockable through-the-door external operator handle, making it available to disconnect the chiller from main power;
4. High short circuit current rating (SCCR) of 65kA;
5. Under Over voltage protection provided at the unit level;
6. A UL-approved weatherproof electrical panel shall contain the unit control system, control inter- lock terminals and field-power connection points;
7. Wiring shall be numbered and color-coded to match wiring diagram;
8. Install factory unit wiring outside of an enclosure in liquid-tight conduit;
9. [Field power interface shall be to non-fused disconnect switch.]
10. Provide branch power circuit to each motor and to controls with one of the following disconnecting means:
 - a. NEMA KS 1, heavy-duty, fusible switch with rejection-type fuse clips rated for fuses. Select and size fuses to provide Type 2 protection according to IEC 60947-4-1;
 - b. NEMA KS 1, heavy-duty, nonfusible switch;
 - c. NEMA AB 1, motor-circuit protector (circuit breaker) with field-adjustable, short-circuit trip coordinated with motor locked-rotor amperes;
11. Provide each motor with overcurrent protection;
12. Overload relay sized according to UL 1995, or an integral component of water chiller control microprocessor;
13. Phase-Failure and Undervoltage: Solid-state sensing with adjustable settings;
14. Control Power Transformer: Factory-installed and factory wired unit-mounted transformer with primary and secondary fuses and sized with enough capacity to operate electrical load plus spare capacity;
 - a. Power unit-mounted controls where indicated;
 - b. Power unit-mounted, ground fault interrupt (GFI) duplex receptacle;
 - c. Customer wired 15 amp; 115-volt GFCI convenience outlet shall be factory mounted on the exterior of the control panel;
15. Control Relays: Auxiliary and adjustable time-delay relays;

M. Variable Speed Drive:

1. A variable speed drive shall be provided and warranted by chiller manufacturer. The variable speed drive shall vary the compressor motor speed by controlling the frequency and voltage of the electrical power to the motor. The adaptive capacity control logic shall automatically adjust motor speed and compressor slide valve position to optimize efficiency at all operating conditions by analyzing information from sensors located throughout the chiller;
2. Drive shall be pulse width modulation type utilizing insulated gate bipolar transistors with fundamental displacement power factor of 0.95 or better at all loads and speeds. All other starters shall have a minimum displacement power factor of 0.85;
3. The VFD efficiency shall be 97% or better at full speed and full load;

4. Power semi-conductor and capacitor cooling shall be from a liquid or air cooled heatsink;
5. The variable speed drive shall be unit-mounted in a NEMA-3R enclosure with all power and control wiring between the drive and compressors;
6. Field power wiring shall be a single point connection and electrical lugs for incoming power wiring shall be provided. The entire chiller package shall be UL listed;
7. The following features shall be provided:
 - a. A door interlocked circuit breaker, capable of being padlocked;
 - b. UL listed ground fault protection;
 - c. Overvoltage and undervoltage protection;
 - d. 3-phase sensing motor;
 - e. Overcurrent protection;
 - f. Single phase protection;
 - g. Insensitive to phase rotation;
 - h. Over temperature protection;
8. Digital readout at the chiller/VFD control panel of:
 - a. Output Frequency;
 - b. Output Voltage;
 - c. Output Current, phase to phase, for all three phases;
 - d. Current, phase to phase, for all three phases;
 - e. Voltage, phase to phase and phase to neutral for all three phases;
 - f. Output Power – kilowatts (kW);
 - g. Total power consumption - kilowatt-hours (kWh);
 - h. Fault Codes - recent fault code log with date and time stamp;
 - i. Self-diagnostic service parameters;
9. Separate meters for this information shall not be acceptable;
10. A harmonic filter or DC reactors to reduce the total demand distortion (TDD) to less than 30% TDD;

N. Controls:

The control logic shall be designed to maximize operating efficiency with protections for operation under unusual conditions and to provide a history of operating conditions. The system shall intelligently stage the unit to sustain leaving water temperature precision and stability while optimizing chiller operation.

1. Stand-alone, microprocessor-based controller is to be supplied with each chiller by the chiller manufacturer;
2. Weatherproof control panel shall be mounted on chiller, containing power and control wiring, factory wired with terminal block power connection;
3. Enclosure: Share enclosure with electrical power devices or provide a separate enclosure of matching construction;
4. Operator Interface: Keypad or pressure-sensitive touch screen. Multiple-character, backlit, liquid-crystal display (LCD) or light-emitting diodes (LED);

5. Display shall consist of a menu driven interface with easy touch screen navigation to organized subsystem reports for compressor, evaporator, and motor information as well as associated diagnostics;
6. Chilled water temperature control shall be microprocessor-based, proportional and integral controller to show water and refrigerant temperature, refrigerant pressure, and diagnostics;
7. Provide the following operating controls:
 - a. A variable method to control capacity to maintain leaving chilled water temperature based on PI algorithms;
 - b. The chiller control panel shall provide input for remote reset of leaving chilled water temperature setpoint based upon a 2-10VDC or 4-20mA signal from a building automation system;
 - c. Five-minute solid state anti-recycle timer to prevent compressor from short cycling. Compressor minimum stop-to-start time limit shall be 2 minutes. If a greater than 5-minute start-to-start;
 - d. Chilled water pump output relay that closes when the chiller is given a signal to start;
 - e. Load limit functions to limit compressor loading on high return water temperature to prevent nuisance trip outs;
 - f. High condenser pressure limit controls that unload compressors to keep head pressure under control and help prevent high pressure nuisance trip outs on days when outside ambient is above design;
 - g. Compressor current limit controls that unload compressors to help prevent current overload nuisance trip outs;
 - h. Oil pressure control based off maintaining system differential pressure;
 - i. Low ambient lockout control with user adjustable setpoint;
 - j. Condenser fan sequencing which adjusts the speed of all fans automatically in response to ambient, condensing pressure and expansion valve pressure differential thereby optimizing chiller efficiency;
8. The front of the chiller control panel shall display the following in clear language, without the use of codes, look-up tables, or gauges:
 - a. Date and time;
 - b. Operating or alarm status;
 - c. Outside-air temperature;
 - d. Pump status;
 - e. Compressor operating hours (run time);
 - f. Number of compressor starts;
 - g. Current chiller operating mode;
 - h. Chilled water set point and set point source;
 - i. Current limit set point and set point source;
 - j. Entering and leaving evaporator water temperatures;
 - k. Saturated evaporator and condenser refrigerant temperatures;
 - l. Evaporator and condenser refrigerant pressure;
 - m. Oil tank pressure;
 - n. Intermediate oil pressure in the compressor;

- o. Compressor motor current per phase;
- p. Compressor motor percent RLA;
- q. Compressor motor voltage per phase;
- r. Phase reversal/unbalance/single phasing and over/under voltage protection;
- s. Low chilled water temperature protection;
- t. High and low refrigerant pressure protection;
- u. Oil loss indication;
- v. No cooling load condition;
- w. Display diagnostics;
- x. Compressors:
 - i. Status (on/off);
 - ii. %RLA;
 - iii. anti-short cycle timer;
 - iv. automatic compressor lead-lag;

9. Control Functions:

- a. Manual or automatic startup and shutdown time schedule;
- b. Entering and leaving chilled-water temperatures, control set points, and motor load limit. Chilled-water leaving temperature shall be reset based on return-water temperature;
- c. Current limit and demand limit;
- d. External water chiller emergency stop;
- e. Antirecycling timer;
- f. Automatic lead-lag switching;

10. BAS, BACnet, MS/TP Interface:

Factory-installed hardware and software to enable the BAS to monitor, control, and display chiller status and alarms;

- a. ASHRAE 135 (BACnet) or Modbus communication interface with the BAS shall enable the BAS operator to remotely control and monitor the chiller from an operator workstation. Control features and monitoring points displayed locally at chiller control panel shall be available through the BAS;

11. The chiller controller shall utilize a microprocessor that will automatically take action to prevent chiller shutdown due to abnormal operating conditions associated with:

- a. evaporator refrigerant temperature;
- b. high condensing pressure;
- c. motor current overload;

12. Provide the following safety controls shall shut down chiller and require manual reset with indicating lights or diagnostic readouts:

- a. Low chilled water temperature protection;
- b. High refrigerant pressure;
- c. Low oil flow protection;

- d. Loss of oil diagnostic;
- e. Loss of chilled water flow;
- f. Contact for remote emergency shutdown;
- g. Motor current overload;
- h. Phase reversal/unbalance/single phasing;
- i. Over/under voltage;
- j. Failure of water temperature sensor used by controller;
- k. Compressor status (on or off);
- l. Low evaporator pressure;
- m. High or low oil pressure;
- n. High oil temperature;
- o. Control device failure;

O. Accessories:

- 1. Factory-furnished, chilled-water flow switches for field installation;
- 2. Individual compressor suction and discharge pressure gages with shutoff valves for each refrigeration circuit;
- 3. Factory-furnished neoprene isolators for field installation;

2.2 Capacities and Characteristics:

A. Chiller Performance:

- 1. Performance Ratings:
 - Coefficient of Performance (COP) and Integrated Part-Load Value (IPLV) not less than prescribed by ASHRAE 90.1:
 - Full-Load Efficiency: Minimum EER value: Path A 10.10 EER (1.188 kW/ton), Path B (VFD) 9.70 EER (1.237 kW/ton).
 - Part-Load Efficiency: Minimum IPLV value: Path A 14.00 IPLV (0.857 kW/ton), Path B (VFD) 16.10 IPLV (0.745 kW/ton);
- 2. Project specific equipment efficiencies which are 10 percent better than ASHRAE 90.1 minimum performance ratings:
 - Full-Load Efficiency: Minimum EER value: Path B (VFD) 10.67 EER (1.125 kW/ton).
 - Part-Load Efficiency: Minimum IPLV value: Path B (VFD) 17.71 IPLV (0.678 kW/ton)

B. Chiller Capacity:

- 1. Nominal capacity rating of 220 tons at 95 deg F design ambient air temperature and 44 deg F leaving water temperature;

2.3 Source Quality Control:

- A. Perform functional test of water chillers before shipping;
- B. Factory test and inspect evaporator according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1. Stamp with ASME label;
- C. For water chillers located outdoors, rate sound power level according to ARI 370 procedure;

PART 3 – EXECUTION

3.1 Water Chiller Installation:

- A. Install water chillers on support structure indicated;
- B. Equipment Mounting: Install water chiller on concrete bases using elastomeric pads;
 - 1. Minimum Deflection: 1/4 inch;
 - 2. Minimum Size Housekeeping Pad: 6-inches thick and 6-inches wider than equipment base on each side;
- C. Maintain manufacturer's recommended clearances for service and maintenance;
- D. Charge water chiller with refrigerant if not factory charged and fill with oil if not factory installed;
- E. Install separate devices furnished by manufacturer and not factory installed;

3.2 Connections:

- A. Comply with requirements in Division 23 Section "Hydronic Piping" Drawings indicate general arrangement of piping, fittings, and specialties;
- B. Install piping adjacent to chiller to allow service and maintenance;
- C. Evaporator Fluid Connections: Connect to evaporator inlet with shutoff valve, strainer, flexible connector, thermometer, and plugged tee with pressure gage. Connect to evaporator outlet with shutoff valve, flexible connector, flow switch, thermometer, plugged tee with pressure gage, flow sensor, and drain connection with valve. Make connections to water chiller with a union, flange, or mechanical coupling;
- D. Connect each drain connection with a union and drainpipe and extend pipe, full size of connection, to floor drain. Provide a shutoff valve at each connection if required;

3.3 Factory Authorized Start-up:

- A. Engage a factory-authorized service representative to perform startup service;
- B. Inspect field-assembled components, equipment installation, and piping and electrical connections for proper assemblies, installations, and connections;
- C. Complete installation and startup checks according to manufacturer's written instructions and perform the following:
 - 1. Verify that refrigerant charge is sufficient and water chiller has been leak tested.
 - 2. Verify that pumps are installed and functional.
 - 3. Verify that thermometers and gages are installed.
 - 4. Operate water chiller for run-in period.
 - 5. Check bearing lubrication and oil levels.
 - 6. Verify proper motor rotation.
 - 7. Verify static deflection of vibration isolators, including deflection during water chiller startup and shutdown.
 - 8. Verify and record performance of chilled-water flow and low-temperature interlocks.
 - 9. Verify and record performance of water chiller protection devices.
 - 10. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
- D. Prepare a written startup report that records result of tests and inspections.

ATTACHMENT C
FORM OF PROPOSAL
IFB 21-57
CHILLER REPLACEMENTS AT KANAPAHA M.S. (#H2101)

Instructions: Bid unit price for the furnishing and delivery of three (03) air-cooled screw compressor packaged chillers, as specified herein. Refer to Attachment B, "Technical Specifications" for detailed equipment requirements. Unit price shall be inclusive of packaging, delivery, technical expertise, factory authorized start-up, warranty, profit and any other direct and indirect cost associated with the performance of the contract. Unless as otherwise permitted and expressly stated herein, unit price shall be firm and fixed, no other charges or surcharges shall be applicable to this one-time purchase.

The following manufacturers have been approved to participate in this IFB. The District shall not evaluate or accept other proposed manufacturer's equipment:

1. Carrier Global Corporation;
2. Daikin Applied Americas;
3. Trane Technologies;
4. Johnson Controls International

Description	Qty.	Unit Price	Extended Price
Air-Cooled Screw Compressor Packaged Chiller, as specified	03	\$	\$
Proposed Manufacturer	Proposed Model	Proposed Model #	

Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Bidder shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

QUESTIONNAIRE:

Contact Information

Address of facility for which warranty services shall be dispatched under this contract:

Firm Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

Phone #: _____ Fax #: _____

Designated Account Representative for which order shall be coordinated and delivery scheduled:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Does proposed chiller meet or exceed all IFB specification requirements? ☐ Yes ☐ No

If no, list any variances and submit as attachment to Bid response.

Chiller shall be delivered within _____ calendar days of receipt of Purchase Order.